

STATE OF SOUTH CAROLINA

(Caption of Case)

Application of Hotwire Communications, Ltd. for a
Certificate of Public Convenience and Necessity to
Provide Local Exchange and Interexchange
Telecommunications Services Throughout South
Carolina

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET
NUMBER: 2007 - - C

(Please type or print)

Submitted by: John J. Pringle, Jr.

SC Bar Number: 11208

Telephone: 803-343-1270

Fax: 803-799-8479

Address: Ellis, Lawhorne & Sims, PA

PO Box 2285

Columbia SC 29202

Other:

Email: jpringle@ellislawhorne.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition

☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other:

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)			
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request	
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification	
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation	
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement	
<input type="checkbox"/> Electric/Water/Telecom.	<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment	
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter	
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response	
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery	
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition	
<input checked="" type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation	
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena	
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff	
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest		
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit		
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report		

Print Form

Reset Form

ELLIS:LAWHORNE

John J. Pringle, Jr.
Direct dial: 803/343-1270
jpringle@ellislawhorne.com

September 18, 2007

FILED ELECTRONICALLY AND ORIGINAL VIA HAND-DELIVERY

The Honorable Charles L.A. Terreni
Chief Clerk
South Carolina Public Service Commission
Post Office Drawer 11649
Columbia, South Carolina 29211

RE: Application of Hotwire Communications, Ltd. for a Certificate of Public Convenience and Necessity to Provide Resold and Facilities-Based Local Exchange and Interexchange Telecommunications Services in the State of South Carolina and For Flexible Regulation
Docket No. 2007-___-C, Our File No. 1295-11425

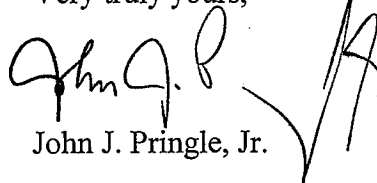
Dear Mr. Terreni:

Enclosed is the original and one (1) copy of the **Application** filed on behalf of Hotwire Communications, LLC in the above-referenced matter.

Please acknowledge your receipt of this document by file-stamping the copy of this letter enclosed, and returning it in the enclosed envelope.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,


John J. Pringle, Jr.

JJP/cr

cc: Office of Regulatory Staff Legal Department
Adam B. Weinstein, Esquire
Harry N. Malone/Danielle C. Burt, Esquire
Enclosures

THIS DOCUMENT IS AN EXACT DUPLICATE OF THE E-FILED COPY SUBMITTED TO THE COMMISSION IN ACCORDANCE WITH ITS ELECTRONIC FILING INSTRUCTIONS.

**BEFORE THE SOUTH CAROLINA
PUBLIC SERVICE COMMISSION**

In the Matter of the Application of)

Hotwire Communications, Ltd.)

To Provide Local Exchange and)
Interexchange Telecommunications Services)
Throughout South Carolina)
_____)

Docket No. _____

APPLICATION

I. INTRODUCTION

Hotwire Communications, Ltd. ("Hotwire" or "Applicant"), by its undersigned counsel and pursuant to the South Carolina Code 58-9-280 and the rules and regulations of the South Carolina Public Service Commission ("Commission"), hereby submits its Application for a Certificate of Public Convenience and Necessity to provide resold and facilities-based local exchange and interexchange telecommunications services on a statewide basis. Applicant requests that Hotwire's interexchange services be subject to alternative regulation, pursuant to South Carolina Code § 58-9-585 (Supp. 1999), as was first granted by the Commission in Order Nos. 95-1734 and 96-55 issued in Docket No. 95-661-C. Applicant also requests flexible regulation for its local exchange telecommunications services as the Commission granted in Order No. 98-165 in Docket No. 97-467-C.

The State of South Carolina has adopted a policy of allowing competition in the local and long distance telecommunications markets, recognizing that it is in the public interest to develop effective competition to ensure that all consumers will have access to high quality, low cost, and innovative telecommunications services. The Federal Telecommunications Act of 1996 also

seeks to promote competition and reduce regulation in order to secure lower prices and higher quality telecommunications services for American consumers. Both goals will be promoted by granting this Application.

The Applicant submits the following information in support of its request.

II. DESCRIPTION OF THE APPLICANT

1. Applicant's legal name is Hotwire Communications, Ltd. Applicant maintains its principal place of business at 300 East Lancaster Avenue, Suite 208, Wynnewood, Pennsylvania 19096-2142. Applicant is a limited partnership organized under the laws of the Commonwealth of Pennsylvania. A copy of Applicant's Certificate of Formation is attached as **Exhibit 1**. A copy of Applicant's Certificate of Authority to Transact Business in South Carolina is attached as **Exhibit 2**.

2. Name, Address and Telephone Number of Applicant:

Hotwire Communications, Ltd.
300 East Lancaster Avenue, Suite 208
Wynnewood, Pennsylvania 19096-2142
Telephone: (610) 642-8570
Facsimile: (610) 642-9812

3. Correspondence concerning this Application should be directed to:

John J. Pringle, Jr.
Ellis, Lawhorne & Sims, P.A.
Post Office Box 2285
Columbia, South Carolina 29202-2285
(803) 343-1270 (Tel)
(803) 799-8479 (Fax)
jpringle@ellislawhorne.com

and:

Harry N. Malone
Danielle C. Burt
Bingham McCutchen LLP
2020 K Street, NW

Washington, D.C. 20006
Tel: (202) 373-6000
Fax: (202) 373-6001

with a copy to:

Adam B. Weinstein
General Counsel
300 East Lancaster Avenue, Suite 208
Wynnewood, Pennsylvania 19096-2142
Telephone: (484) 572-6047
Facsimile: (610) 642-9812

4. Questions concerning the ongoing operations of Applicant following certification should be directed to Mr. Weinstein at the above-referenced address.

5. Applicant's registered agent in South Carolina is:

National Corporate Research, Ltd.
2 Office Park Court, Suite 103
Columbia, South Carolina 29223

6. The following toll-free number is available for customer service inquiries:

1-800-355-5668

III. DESCRIPTION OF SERVICES

1. Hotwire intends to provide facilities-based and resold local exchange and facilities-based and resold interexchange telecommunications services in the South Carolina. Applicant plans to offer both local exchange and interexchange services primarily to residential customers located in the State of South Carolina through a combination of its own facilities and facilities leased from BellSouth. In particular, Hotwire intends to offer full-feature communication services to multi-dwelling unit buildings, condominium and homeowner associations and student housing. All services provided will meet the service standards that the Commission may adopt.

2. Applicant is currently authorized to provide facilities-based and resold local exchange and interexchange services in Pennsylvania, New Jersey, New York, and Florida, and Applicant has not been denied authority to provide telecommunications services in any state, nor has any state revoked the authority of Applicant to operate therein.

IV. FINANCIAL, MANAGERIAL & TECHNICAL QUALIFICATIONS

1. Hotwire is financially, technically and managerially qualified to operate and manage its proposed telecommunications operations in South Carolina. In fact, Hotwire is already authorized to provide local and interexchange telecommunications services in four other states.

2. Hotwire is technically and managerially qualified to operate and manage its proposed telecommunications operations in South Carolina. The senior management personnel of Hotwire has extensive experience in telecommunications service provision and is highly-qualified to ensure that Applicant's technical operations will meet the most demanding standards for service quality and reliability. Descriptions of the technical and managerial experience of Hotwire's senior management personnel are attached as **Exhibit 3** hereto.

3. The names and addresses of Applicant's senior officers and management directors are as follows:

Executive Officers:

Michael Karp	President and CEO of General Partner, Hotwire Communications LLC
Kristin Johnson	General Manager of General Partner, Hotwire Communications LLC

Both officers can be reached at Applicant's principal place of business:

Hotwire Communications, Ltd.
300 East Lancaster Avenue, Suite 208
Wynnewood, Pennsylvania 19096-2142

4. Hotwire is financially qualified to provide facilities-based and resold local exchange and facilities-based and resold interexchange services in South Carolina, and has access to the financing and capital necessary to conduct its telecommunications operations as specified in this Application. Attached as **Confidential Exhibit 4** hereto is a copy of the most recent financial statements of its ultimate owner, as well as a pro forma income and expense projection statement from Applicant. Hotwire requests that Exhibit 4 be afforded confidential treatment in accordance with S.C. Code Ann. § 39-8-10, *et seq.*, S.C. Code Regs. 103-800, *et seq.* and Commission Order No. 2005-226, because this exhibit contains trade secrets, commercial and financial information, which, if disclosed, would result in substantial harm to Hotwire's competitive position. Hotwire has filed its *Motion for Protective Treatment of Financial Statements* concurrent with this Application.

V. REGULATORY COMPLAINT AND WAIVER REQUESTS

1. As required by South Carolina Code 58-9-280, attached hereto are copies of Applicant's proposed initial tariffs containing rates, terms, and conditions for the services proposed herein. Attached as **Exhibit 5** is Hotwire's proposed local exchange service tariff. Attached as **Exhibit 6** is Hotwire's proposed interexchange service tariff.

2. Applicant will market its services by direct solicitation. Applicant does not currently have promotional materials to be used in South Carolina; however, if required by the Commission, Applicant will provide the Commission copies of such materials when they become available.

3. Pursuant to the South Carolina Public Service Commission's Order No. 95-658 (issued March 20, 1995), Applicant makes the following affirmation, which is included in Applicant's proposed tariffs, attached hereto as **Exhibits 5 and 6**:

As a telephone utility under the regulation of the Public Service Commission of South Carolina, Carrier does hereby assert and affirm that as a reseller of intrastate telecommunications service, Carrier will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, Carrier will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Carrier understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

4. As stated above, Hotwire's toll-free number for customer service is 800-355-5668.

Its customer service email address is cs@hotwiremail.com. Customer Service will be provided Monday through Friday 9AM to 9PM and Saturday and Sunday from 10AM to 6PM. The toll-free customer service number will be printed on customer bills.

5. Hotwire requests a waiver of the Requirement of Rule 103-631 to publish and distribute local exchange directories. Hotwire plans to enter into an agreement with the directory publisher of BellSouth Telecommunications, Inc. ("BellSouth") to include the names of its customers in BellSouth's directories.

6. Hotwire requests a waiver of the requirement in Rule 103-610 that all records required under the rules be kept within the State. Applicant's activities in the State of South Carolina will be managed from its principal place of business in Pennsylvania. Requiring Hotwire to maintain its books and records in the State of South Carolina would place an undue financial burden on Applicant as it competes with other carriers that maintain their books and records outside of the State of South Carolina. Upon written request from the Commission, Applicant will produce such books and records at such time and place within South Carolina, as the Commission may designate. Alternatively, Applicant will pay to the Commission the reasonable

expense or charges incurred by the Commission for any investigation or examination the Commission undertakes at Applicant's business offices.

7. Hotwire requests that it be exempt from any record keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). Good cause exists for the grant of this waiver. Neither the Federal Communications Commission nor any other jurisdiction requires Applicant to maintain its books and records according to the USOA. Absent the grant of a waiver, Applicant would be required to maintain a dual set of books, one solely for South Carolina and another for all other jurisdictions. Such a requirement would be extremely burdensome. GAAP is a widely-accepted accounting methodology that accurately reflects the Applicant's operations. Applicant's continuing use of GAAP will be consistent with the principles embodied in the USOA provisions and will permit Applicant to comply with any applicable Commission requirements.

8. Hotwire also requests waivers of any reporting requirements which, although applicable to incumbent local exchange carriers, are not applicable to competitive carriers such as Hotwire because such requirements are not consistent with the demands of the competitive market and constitute an undue burden on a competitive carrier.

9. Hotwire requests flexible regulation for its telecommunications services as the Commission granted in Order No. 98-165 in Docket No. 97-467-C. Specifically, Hotwire requests that the Commission: a) adopt for local exchange services a competitive rate structure incorporating maximum rate levels with the flexibility for rate adjustment below the maximum rate levels; and b) presume that Hotwire's tariff filings for local exchange services be valid upon filing, subject to the Commission's authority, within thirty (30) days, to institute an investigation of such filings. At the discretion of the Commission such filings may be suspended pending

further order of the Commission and any such filings may be subject to the same monitoring process as the Commission applies to other, similarly situated carriers.

10. Hotwire requests that its interexchange business service offerings be regulated pursuant to the procedures described and set forth in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, as modified by Order No. 2001-997 in Docket No. 2000-407-C. Specifically, Hotwire requests that the Commission regulate its business services in the same manner as the Commission regulates those of AT&T Communications of the Southern States, Inc. ("AT&T"). Further, Hotwire requests that the Commission: a) remove the maximum rate tariff requirements for Hotwire's business services and private line, and customer network-type offerings; b) presume that Hotwire's tariff filings for these services be valid upon filing. However, if the Commission institutes an investigation of a particular filing within seven (7) days, the tariff filing will be suspended until further order of the Commission; and c) grant Hotwire the same treatment as AT&T in connection with any future relaxation of the Commission's reporting requirements.

11. In addition to the above requested waivers, Hotwire reserves the right to seek any regulatory waivers that may be required for Hotwire to compete effectively in the South Carolina telecommunications market.

VI. PUBLIC INTEREST CONSIDERATIONS

Grant of this Application will further the public interest by expanding the availability of competitive telecommunications services in the State of South Carolina. Competitive provision of these services is in the public interest because the services will provide South Carolina customers with access to new technologies and service choices and can permit customers to achieve increased efficiencies and cost savings. Hotwire's entry into the intrastate

telecommunications services market thereby will enhance materially the telecommunications infrastructure in the State of South Carolina and will facilitate economic development.

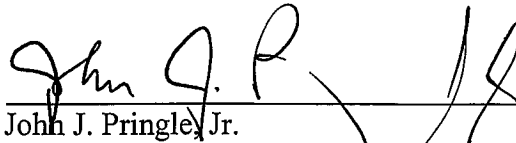
In particular, the public will benefit both directly, through the use of the competitive services to be offered by Hotwire, and indirectly because the presence of Hotwire in this market will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. Grant of the Application will enhance further the service options available to South Carolina citizens for the reasons set forth above.

VII. CONCLUSION

For the reasons stated above, Applicant respectfully submits that the public interest, convenience, and necessity would be furthered by a grant of this Application for the authority to provide all types of facilities-based and resold local and interexchange telecommunications services. Also, Applicant respectfully requests that the Commission grant the waivers requested in this Application, including flexible and alternative regulation in accordance with South Carolina Code Ann. Sec. 58-9-585 (Supp. 1999) in the same manner as granted by the South Carolina Public Service Commission in Order Nos. 95-1734, 96-55, and 98-165.

WHEREFORE, Hotwire Communications, Ltd. respectfully requests that the South Carolina Public Service Commission grant it the authority to provide facilities-based and resold local exchange and interexchange telecommunications services in the State of South Carolina, and grant such other relief as is just and proper.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John J. Pringle, Jr.", is written over a horizontal line.

John J. Pringle, Jr.
Ellis, Lawhorne & Sims, P.A.
Post Office Box 2285
Columbia, South Carolina 29202-2285
(803) 343-1270 (Tel)
(803) 799-8479 (Fax)
jpringle@ellislawhorne.com

Harry N. Malone
Danielle Burt
Bingham McCutchen, LLP
2020 K Street, NW
Washington, D.C. 20006
Tel: (202) 373-6000
Fax: (202) 373-6001

Counsel for Hotwire Communications, Ltd.

Dated: September 18, 2007

LIST OF EXHIBITS

Exhibit 1	Certificate of Formation
Exhibit 2	Certificate of Authority to Transact Business
Exhibit 3	Managerial Qualifications
Exhibit 4	Financial Qualifications
Exhibit 5	Proposed Local Tariff
Exhibit 6	Proposed Interexchange Tariff
Exhibit 7	Proposed Notice of Filing

EXHIBIT 1
Certificate of Formation

A/19336169.2

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

AUGUST 18, 2006

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

HOTWIRE COMMUNICATIONS, LTD.

is duly registered as a Limited Partnership under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

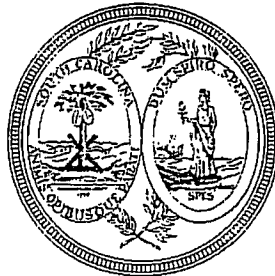
Pedro A. Cortez

Secretary of the Commonwealth

EXHIBIT 2

Certificate of Authority to Transact Business & Certificate of Good Standing

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

HOTWIRE COMMUNICATIONS, LTD (NAME USED IN SOUTH CAROLINA:
GETHOTWIRED, LTD),

a corporation duly organized under the laws of the state of **PENNSYLVANIA** and issued a certificate of authority to transact business in South Carolina on **September 5th, 2006**, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

APPLICATION BY A FOREIGN CORPORATION
FOR A CERTIFICATE OF AUTHORITY
TO TRANSACT BUSINESS
IN THE STATE OF SOUTH CAROLINA

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

SEP 05 2006

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to Section 33-15-103 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation hereby applies for authority to transact business in the State of South Carolina, and for that purpose, hereby submits the following statement:

1. The name of the corporation is (see Sections 33-4-101 and 33-15-106 and Section 33-19-500(b)(1) if the corporation is a professional corporation)

Hotwire Communications, Ltd.

2. It is incorporated as (check applicable item) ☒ a general business corporation, ☐ a professional corporation, under the laws of the state of PA

3. The date of its incorporation is 06/17/02 and the period of its duration is

4. The address of the principal office of the corporation is 300 E. Lancaster Ave St. 208

In the City of WYANNEWOOD and the state of PA 19096
Street Address Zip Code

5. The address of the proposed registered office the state of South Carolina is

2 Office Park Court, Suite 103 in the city of Columbia in
Street Address
South Carolina 29223
Zip Code

6. The name of the proposed registered agent in this state at such address is

National Corporate Research, Ltd.

Print Name

I hereby consent to the appointment as registered agent of the corporation.

Kelly D. Dendahl
Signature of the Registered Agent

060905-0161

FILED: 09/05/2006
HOTWIRE COMMUNICATIONS, LTD (NAME USED IN SOUTH

Filing Fee: \$135.00 ORIG

Mark Hammond

South Carolina Secretary of State

Name of Corporation

7. The name and usual business address of the corporation's directors (if the corporation has no directors, then the name and address of the persons who are exercising the statutory authority of the directors on behalf of the corporation) and principal officers:

a) Name of Directors

Business Address

Kristin Johnson 300 E. Lancaster Ave St. 208, Wynnewood, PA 19096

b) Name and Office
of Principal Officers

Business Address

Kristin Johnson 300 E. Lancaster Ave St. 208, Wynnewood, PA 19096

8. The aggregate number of shares which the corporation has authority to issue, itemized by classes and series, if any, within a class:

Class of Shares (and Series, if any)

Authorized Number of Each Class (and Series)

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

9. Unless a delayed date is specified, this application shall be effective when accepted for filing by the Secretary of State (See Section 33-1-230): 8/17/06

Date

8/24/06

Hotwire Communications, Ltd.

Name of Corporation

Signature

Kristin Johnson President

Type or Print Name and Office



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
INITIAL ANNUAL REPORT OF CORPORATIONS

CL-1
(Rev. 6/10/99)
3134

► File Number _____ ► ENDING PERIOD _____ Month _____ Year _____ SID number _____

NAME OF CORPORATION <u>Hotwire Communications, Ltd.</u>		
ADDRESS OF CORPORATION (NUMBER AND STREET) <u>300 E. Lancaster Ave. St. 208</u>		
CITY AND STATE <u>Wynnewood PA</u>	ZIP <u>19096</u>	COUNTY <u>Montgomery</u>
For Secretary of State Use Only		
Date "Application for Charter" filed with Secretary of State _____		
Date of "Request for authority to do business in this state" (Foreign Corp.) _____		
IRS Employer Identification Number <u>01-0744734</u>		Business Code (Office Use Only) _____
1. State of Incorporation: <u>PA</u>		
2. Nature of principal business in South Carolina: <u>telecommunications services</u>		
3. Location of registered office of the corporation in the state of South Carolina is <u>2 Office Park Court, Suite 103</u> in the city of <u>Columbia</u> . Registered agent at such address is <u>National Corporate Research, Ltd.</u>		
4. Location of principal office in South Carolina (street, city and county): <u>n/a</u> Telephone # _____		
5. Date business commenced in SC: <u>8/17/00</u> 6. Indicate date corporation closes its books: <u>Dec. 31</u>		
7. If a professional corporation, are all shareholders, one-half of the directors (or individuals functioning as directors) and all officers (other than the secretary and treasurer) qualified to practice the professional services engaged in by the corporation? <u>yes</u>		
8. The names and business addresses of the directors (or individuals functioning as directors) and principal officers in the corporation are:		
SSN	Name/Title	Business Address and Office
	<u>Kristin Johnson, President</u>	<u>300 E. Lancaster Ave. St. 208, Wynnewood, PA 19096</u>
9. The total number of authorized shares of capital stock itemized by class and series, if any, within each class is as follows:		
Number of Shares	Class	Series
—	—	—
—	—	—
10. The total number of issued and outstanding shares of capital stock itemized by class and series, if any, within each class is as follows:		
Number of Shares	Class	Series
—	—	—
—	—	—
1. Fee due with this report ► 1. <u>25</u> <u>00</u>		
2. Interest due ► 2. _____		
3. Penalty due ► 3. _____		
4. Total - Fee, Interest and Penalty (Make remittance payable to SC Department of Revenue.) ► 4. \$ _____		

ATTACH REMITTANCE HERE

AFFIDAVIT

I, the undersigned incorporator or principal officer of the corporation for which this return is made, declare that this return, including accompanying statements and schedules, has been examined by me and is to the best of my knowledge and belief a true and complete return made in good faith.

Kristin Johnson

THIS RETURN PREPARED BY

DATE

8/24/00

SIGNATURE OF INCORPORATOR OR OFFICER AUTHORIZED TO SIGN

TITLE

President

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

CORPORATION ADOPTING A FICTITIOUS NAME
FOR USE IN THE STATE OF SOUTH CAROLINA

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

SEP 05 2006

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

I, the undersigned Kristin Johnson

do hereby certify that the following is a true, complete, and correct copy of a certain resolution of the Board of Directors of Hotwire Communications, Ltd., which resolution was duly adopted at a duly called meeting of the said Board, held on August 30, 2006 (date), a quorum being present, and is set forth in the minutes of said meeting; that I am the keeper of the corporate seal and of the minutes and records of this corporation; and the said resolution has not been rescinded or modified:

"Resolved that Hotwire Communications, Ltd.
organized and existing in the State of Pennsylvania, hereby
adopts the name Gethotwired, Ltd. for
use in the State of South Carolina for all purposes, and further resolved that
the officers of the corporation are authorized and directed to take all steps
that they deem necessary and appropriate to qualify the corporation to do
business within the State of South Carolina under the name:
Gethotwired, Ltd."

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation on this the 30th day of August 2006

Mark Hammond
Officer's Signature

060905-0162

FILED: 09/05/2006
HOTWIRE COMMUNICATIONS, LTD (NAME USED IN SOUTH
Filing Fee: \$10.00 ORIG

Mark Hammond

South Carolina Secretary of State

EXHIBIT 3

Managerial Qualifications

Michael Karp, President and CEO of General Partner, Hotwire Communications, LLC, began his career as a real estate investor who bought, renovated, and retained, for long term investment, apartment houses and some commercial buildings in southeastern Pennsylvania. Over time the real estate business evolved into a venture capital company. The largest current business cluster, headquartered in Horsham and Plymouth Meeting, is in financial services. It employs one thousand people in eight states and made loans exceed \$2.5 billion in 2003. The company's current technology sector is concentrated in communications and broadband services for the residential market. It sold a debt-free commercial telecommunications business in 2000, which was based in Bala Cynwyd, PA and had 600 employees with yearly sales of \$140 million.

Mr. Karp's non-profit interests focus on education and assisting impoverished children and families to break the poverty cycle. He is the founder and managing director of two charter schools and a social service agency, serving 600 students in West Philadelphia. His board memberships include the child welfare organizations, Youth Services Incorporated (Y.S.I.), and Safe and Sound, the Pennsylvania Intergovernmental Cooperation Authority (PICA), and a local University.

Kristin Johnson, General Manger of General Partner, Hotwire Communications, LLC, has been with Hotwire since 1999. Her board memberships include Family Charter School, Belmont School, and SCAN (Stop Child Abuse Now). Prior to joining Hotwire, Ms. Johnson was the founder and owner of Milagros Bistro in Neenah/Menasha, Wisconsin.

Adam Weinstein, General Counsel, joined Hotwire in 2005 and is responsible for the company's litigation, transactional, and regulatory legal work. Adam has been practicing law since 1989 and is licensed in Pennsylvania, New York, Colorado, Montana, and the Federal Court for the Eastern District of Pennsylvania. Before coming to Hotwire, Adam acted as a *Legal Consultant and Project Manager* for various law firms and small and mid-sized businesses in Pennsylvania, New Jersey, and Delaware, serving as lead and/or managing attorney in transactional, criminal and civil litigation matters. Adam was also a litigation *Partner* at the international law firm of Cozen O'Connor, an *Assistant Vice President and Associate Counsel* with New York Life Insurance Company, and a *Major Trial Attorney* with the Defender Association of Philadelphia. Over the past 16 years, Adam has been actively involved in *pro bono* matters and public interest organizations and has served as a Pennsylvania Bar Institute (PBI) Trial Advocacy Instructor, a PBI Continuing Legal Education Instructor, and a National Institute of Trial Advocacy (NITA) Instructor. In addition, he has been a frequent guest lecturer and seminar panel member at various local universities and law schools. Adam received his Law Degree, *with honors*, from Temple University School of Law and his Bachelors Degree, *with honors*, from the University of Delaware. In addition to these degrees, Adam earned a Masters Degree, *with honors*, in secondary education from Temple University School of Education and is a licensed teacher in the Commonwealth of Pennsylvania.

Jim Slattery, Director of Network Operations, is responsible for overall performance and availability of the network, including analyzing and designing new networks and recommending system upgrades. He leads a team of junior engineers who assess current and future network needs and perform a variety of tasks including evaluation of new technologies and monthly system maintenance. Jim, who is responsible for employee technical training, is also a part-time instructor of advanced certification for Cisco Systems equipment.

His highly technical background includes a variety of consulting positions for companies such as UNISYS and SAP American on government contracts focusing on security. Additionally, Jim spend two years with Verizon's Network Integration Data Service Group installing and troubleshooting new wide area circuits, including T1, Frame Relay, ATM, DS3, OC3, and OC12 for municipalities and school districts. He also installed Video and Voice over IP networks in educations environments. His certifications include CCNP, CCNA, CCDA, and MCSE.

Paul Frack, Director of New Construction, has over 20 years of experience managing large scale communications projects, to include, engineering, security, configuration, oversight, contract management, and maintenance of multi-million dollar projects. At Hotwire, Paul is responsible for overseeing the many stages of project construction from the initial property survey to the project design. He works with the contractors coordinating materials and plans, and ensuring compliance with project timeframes. After the project is finished, Paul makes sure the system is balanced, follows up with clean-up of the site and gets the final blessing of the property owner.

Like Hotwire, many of his previous employers were start-up telecommunications companies which Paul was instrumental in the growth of. His extensive management experience encompasses over 11 years as the System Manager for Twin County Trans Video and 10 years in various management roles for RCN from Director of Engineering/Construction and Network Maintenance to the Director of Operations positions. Paul's many accomplishments include the completion of a rebuild of 2700 miles of existing cable, passing approximately about 200,000 homes.

Matthew Holcombe, Launch & Project Coordinator, is one of the first team members to come onboard Hotwire and has served in many capacities from cable installation, to Customer Service manager, programming and provisioning. As such, he has participated in every property that is currently Hotwired in one aspect or another. He carries his hands on approach to management to his current role overseeing all the new projects and community launches. Matt's involvement begins at the very beginning states of a community launch and concludes upon construction completion. He coordinates the project construction details with the Director of New Construction and facilitates property per-marketing efforts with the Director of Sales and Marketing. Matt relays information to all internal departments at Hotwire and along with the account manager, serves as a liaison to property management, ensuring complete communication at all states. Matt has a B.A. from Sheperd College.

Horacio Maiorino, Lead CATV Engineer, has over 20 certifications and 20 years of cable experience and is an invaluable member of the Hotwire Communications management team. His current responsibilities include assisting with the planning and oversight of construction and turn

up of new cable and cable modem systems. He oversees three Project Managers in all phases of new system construction. Additionally, he coordinates training for the technical staff and works with the service manager to assure their competence in new service and technology deployment. Horacio also instructs and assists headend technician maintenance and operation of new technologies.

Horacio's impressive career encompasses time with Vision and Prime Cable as a Chief Technician, TKR Cable as the Technical Operations Manager and most recently as the Engineering Manager for Prince Telecom, managing and coordinating 10 in house and 5 contract crews. His many certifications include multiple leadership and management courses and extensive cable technology training such as CATV Fiber Optics Certification and Addressable Interdiction Certification. Horacio is also bilingual in Spanish.

Rick Romano, Lead Headend Technician, has been with Hotwire since our inception in 2000. His extensive 18 year MDU background was instrumental in launching our first product, cable. Prior to coming to Hotwire, Rick gained invaluable experience with Wilco Electronics where he served as Cable Service Manager, specifically focuses on building headends for the Philadelphia Housing Authority. Since coming to Hotwire, Rick has expanded his experience to include designing, building and maintaining analog and digital headends, as well as cable modem systems. Additionally, Rick oversees our security installation team. Rick has received over 15 certifications in his 23 years in the telecommunications industry.

Eric Tighe, Lead Field Technician, brings a strong entrepreneurial spirit to Hotwire, having been self-employed for over 10 years prior to coming to Hotwire in 2004. His forte is designing, installing, servicing, and maintaining CATV, SMAT, and MATV systems for multiple dwelling unit facilities (MDU). Eric creates and implements complete home solutions including structure wiring, customer audio/video, voice/data, and security systems. Eric is MCP certified and will be sitting for his MCSE, MCSA, CCNA, and CCDA certifications this year.

EXHIBIT 4
Financial Qualifications

EXHIBIT 5

Proposed Local Exchange Tariff

Tariff Schedule Applicable to
Resold and Facilities-Based
Competitive Local Exchange Services
Furnished by
Hotwire Communications, Ltd.

Between Points Within the State of South Carolina

This tariff is on file with the Public Service Commission of South Carolina, and copies may be inspected, during normal business hours, at the Company's principal place of business located at 300 E. Lancaster Ave., Wynnewood, PA 19096.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
1	Original	29	Original
2	Original	30	Original
3	Original	31	Original
4	Original	32	Original
5	Original	33	Original
6	Original	34	Original
7	Original	35	Original
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

Table of Contents

Title Sheet.....	1
Check Sheet.....	2
Table Of Contents	3
Explanation of Symbols Sheet	4
Tariff Format.....	5
Section 1. – Technical Terms and Abbreviations	6
Section 2. – Rules and Regulations	8
Section 3. – Description of Service	31
Section 4. – Rates and Charges	34

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
2.1
2.1.1
2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

Section 1. TECHNICAL TERMS AND ABBREVIATIONS

"Applicant" refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

"Business Hours" refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

"Carrier," "Company" or "Utility" refers to Hotwire Communications, Ltd.

"Commission" refers to the Public Service Commission of South Carolina.

"Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

"Customer" refers to any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

"Delinquent or Delinquency" refers to an account for which payment has not been paid in full on or before the last day for timely payment.

"Grandfathered Service" applies to an obsolete and/or outdated service the Utility no longer wishes to provide. The grandfathering of a service is the Utility's method of managing a tariff for this service prior to ultimately discontinuing the service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the service to existing customers.

"Hunting Service" refers to an arrangement to search multiple lines of the same class of service and of the same customer for a vacant line for each incoming call.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

Section 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

"Local Access Transport Area ("LATA")" refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

"Nonrecurring Charges" refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

"Non-Published or Unlisted Service" refers to service that is not accompanied by inclusion of the Customer's name, address, or telephone number in a published directory or directory assistance data base.

"Service" refers to any telecommunications service(s) provided by the Company under this tariff.

"Station" refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

"Tariffs" refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company's website in accordance with the regulations of a state or federal regulatory authority.

"Telephone Numbers" refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to Hotwire Customers and used in conjunction with the Services provided pursuant to this price list.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 This tariff contains the regulations, rates and charges applicable to resold and facilities-based competitive local exchange services provided by the Company that originate and terminate within the State of South Carolina.
- 2.1.2 The Company installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

- 2.2.1.1** The payment of all applicable charges pursuant to this tariff.
- 2.2.1.2** Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.2.1.3** Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.
- 2.2.1.4** Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

- (A) The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to Company's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Company, shall not result in the imposition of any liability upon Hotwire.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

- (B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this Agreement, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.
- (C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Hotwire will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Company, that furnishes services, facilities, or equipment used in connection with Company's services or facilities.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

- (D) EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, HOTWIRE MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (E) IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

2.3.2 Limitation of Liability

- 2.3.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.3.3 Force Majeure

- 2.3.3.1 Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this Agreement, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, acts of God, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Application for Service

2.4.1 Minimum Contract Period

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Application for Service (Cont'd)

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies:

2.4.2.2.A The total costs of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.4.2.4 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.

2.4.2.5 In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Payment for Service

- 2.5.1 Hotwire will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within twenty-two (22) days of the Bill Date (the "Due Date").
- 2.5.2 Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge accruing at the rate of 1-1/2% per month until paid. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.8.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Customer agrees to pay all costs incurred by Company in collecting any unpaid amounts, including attorneys' fees. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non- payment.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Payment for Service (Cont'd)

2.5.3 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.5.4 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits

2.6.1 General

In accordance with Chapter 103-621 of the SC Code of Regulations, the Company may require a deposit from a prospective customer if any of the following conditions exist:

- 2.6.1.1 The customer's past payment record to a telecommunications utility shows that the customer has had two consecutive thirty (30) day arrearages, or more than two non-consecutive thirty (30) day arrearages in the past 24 months, or customer has been sent four or more late payment notices in the past nine (9) months.
- 2.6.1.2 The customer cannot furnish either a letter of good credit from a reliable source or an acceptable co-signer or guarantor on the same system within South Carolina to guarantee payment.
- 2.6.1.3 The customer has no deposit and presently is delinquent in payments in that the customer has had two consecutive thirty (30) day arrears, or more than two non-consecutive thirty (30) day arrears, in the past twenty-four (24) months.
- 2.6.1.4 The customer has had his service terminated by any telecommunications utility for non-payment or fraudulent use.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits (Cont'd)

2.6.2 Amount of Deposit

A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company will not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return.

The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this section.

2.6.3 Return of Deposit

Deposits shall be refunded completely with interest after two years unless the customer has had two consecutive 30-day arrearages or more than two non-consecutive thirty (30) day arrearages in the past twenty-four (24) months, or has had service denied or interrupted for non-payment of bills, or has been sent more than two late payment notices in the past nine (9) months, or has a returned check in the past six (6) months.

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits (Cont'd)

2.6.4 Interest on Deposits

Interest shall be paid on deposits at the rate prescribed by the Commission. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within forty-five (45) days to the customer.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7 Customer Complaints and Billing Disputes

- 2.7.1 In the event that Customer disputes any charges, Customer must submit a written claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Hotwire within one hundred and twenty (120) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Company shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute and Company's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by Company must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.

The Company's toll free telephone number, which will be printed on customer bills, is 1-800-355-5668.

- 2.7.2 Any unresolved dispute may be directed to the South Carolina Office of Regulatory Staff's Consumer Services Department by phone at 803-737-5230 or within South Carolina at 1-800-922-1531.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Allowance for Interruptions in Service

2.8.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.8.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9 Taxes and Fees

- 2.9.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.9.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.10 Returned Check Charge

The charge for a returned check is \$25.00.

2.11 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service

The Company shall not disconnect basic local service for nonpayment of toll or information service charges or any service other than basic local service including 900 and 900-type services and non-regulated services.

2.12.1 Disconnection of Service Without Notice

Company shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Company or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the services for unlawful purposes, or using services without intent to pay.

Company will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If Company is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. Company may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service (Cont'd)

2.12.2. Disconnection of Service Requiring Notice

2.12.2.1 The Company may disconnect service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than five (5) working days in which to remove the cause for disconnection:

2.12.2.1.A Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariff on file with the Commission.

2.12.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.

2.12.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.

2.12.2.1.D Failure to meet the utility's deposit and credit requirements.

2.12.2.1.E For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least five (5) working days notice, in which to make settlement before service is denied.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service (Cont'd)

2.12.2.1.F Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.12.2.1.G Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.13 Unlawful Use of Service

2.13.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.13.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.13.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.13.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon receipt of written or verbal request of the Customer, and agreement to pay restoration of service charges and other applicable service charges, the Company shall promptly restore such service.

2.14 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.15 Telephone Solicitation by Use of Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.16 Incomplete Calls

There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number so long as the customer promptly notifies the Company of the error.

2.17 Overcharge/Undercharge

When a customer has been overcharged, the amount shall be refunded or credited to the customer. If it is determined that a customer has been inadvertently undercharged, the Company may collect, for the interval in which the undercharged occurred, the deficient amount up to a maximum period of six (6) months. The amount of the undercharge shall be paid in equal installments added to the Customers regular monthly bill.

2.18 Notices

Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service, or by fax if confirmed by telephone to the customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.19 Emergency Calling

Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 3. DESCRIPTION OF SERVICES

3.1 Trial Services and Promotional Offerings

- 3.1.1 The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.
- 3.1.2. The Company will provide notification to the Commission of its intent to offer promotional services and rates. The Company may offer existing services on a promotional basis, that provides special rates, terms, or conditions of service. Promotional offerings will begin one at least one day notice to the Commission. The Commission requires a letter of notification of promotional offerings which will be provided at least five (5) days prior to implementing the promotion.

3.2 Individual Case Basis ("ICB") Offerings

- 3.2.1 The tariff may not specify the price of a service in the tariff as "ICB". The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the rates in the tariff. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

3.3 Customized Pricing Arrangements ("CPAs") Offerings

- 3.3.1 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.4 Marketing Practices

As a telephone utility under the regulation of the Commission, the Company does hereby assert and affirm that as a reseller of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing procedures, if any, set forth by the Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Carrier understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

3.5 Local Exchange Service

3.5.1 Local Exchange Service is telephone service that entitles the customer to originate local calls, without toll charges, to all local exchange access lines connected to a Central Office (CO) of the exchange, or to all exchange access lines served by COs of the extended local service area where comprised of more than one exchange. Service will be provided where facilities are available from the Local Exchange Company (LEC). Company offers Bellsouth Local Exchange Services under resale.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.6 Directory Assistance

Directory Assistance (DA) is defined as furnishing aid in obtaining telephone numbers. The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any purpose other than the provision of DA service. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Directory Assistance service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with attempt to avoid payment, in whole or in part, of the regular charge for such service. In addition to any other action authorized by this Price list, the Company may, in such cases of abuse or fraudulent use, assess appropriate Directory Assistance charges on the Customer's regular telephone account.

3.6.1. Directory Assistance Call Allowance

Business Customers are allowed one directly dialed Local Directory Assistance call per month at no charge for each central office line or trunk.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 4. RATES AND CHARGES**4.1 Calculation of Rates**

- 4.1.1 The chargeable time for a local toll call is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.
- 4.1.2 Calls are billed in (six) 6 second increments with an eighteen (18) second minimum for interLATA calls and a twenty-four (24) second minimum on intraLATA calls.
- 4.1.3 The Company does not charge different rates on weekends or on the following Federal holidays: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

4.2 Local Exchange Service**4.2.1 Business Service**

	Monthly Rate Per Line
Basic	\$35.00
Additional Unlimited Local	\$15.00
800 Long Distance Minutes	\$10.00

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 4. RATES AND CHARGES (Cont'd)

4.2 Local Exchange Service (Cont'd)

4.2.2 Business Service Calling Features

Choose one of the features below for \$3.00 per month per line.

Caller ID
Call Waiting
Call Waiting ID
Call Forwarding
Three Way Calling
Call Return (*69)

Choose all calling features for \$10.00 per month per line.

Premium Calling Features (e.g., Find Me Follow Me, Voicemail on Email) for \$5.00 per month per line.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

EXHIBIT 6

Proposed Interexchange Tariff

Tariff Schedule Applicable to
Resold and Facilities-Based
Interexchange Services
Furnished by
Hotwire Communications, Ltd.

Between Points Within the State of South Carolina

This tariff is on file with the Public Service Commission of South Carolina, and copies may be inspected, during normal business hours, at the Company's principal place of business located at 300 E. Lancaster Ave., Wynnewood, PA 19096.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
1	Original	29	Original
2	Original	30	Original
3	Original	31	Original
4	Original	32	Original
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

Table of Contents

Title Sheet.....	1
Check Sheet.....	2
Table Of Contents	3
Explanation of Symbols Sheet	4
Tariff Format.....	5
Section 1. – Technical Terms and Abbreviations	6
Section 2. – Rules and Regulations	8
Section 3. – Description of Service	30
Section 4. – Rates and Charges	32

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
2.1
2.1.1
2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

Section 1. TECHNICAL TERMS AND ABBREVIATIONS

"Applicant" refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

"Business Hours" refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

"Carrier," "Company" or "Utility" refers to Hotwire Communications, Ltd.

"Commission" refers to the Public Service Commission of South Carolina.

"Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

"Customer" refers to any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

"Delinquent or Delinquency" refers to an account for which payment has not been paid in full on or before the last day for timely payment.

"Grandfathered Service" applies to an obsolete and/or outdated service the Utility no longer wishes to provide. The grandfathering of a service is the Utility's method of managing a tariff for this service prior to ultimately discontinuing the service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the service to existing customers.

"Hunting Service" refers to an arrangement to search multiple lines of the same class of service and of the same customer for a vacant line for each incoming call.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

Section 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

"Local Access Transport Area ("LATA")" refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

"Nonrecurring Charges" refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

"Non-Published or Unlisted Service" refers to service that is not accompanied by inclusion of the Customer's name, address, or telephone number in a published directory or directory assistance data base.

"Service" refers to any telecommunications service(s) provided by the Company under this tariff.

"Station" refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

"Tariffs" refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company's website in accordance with the regulations of a state or federal regulatory authority.

"Telephone Numbers" refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to Hotwire Customers and used in conjunction with the Services provided pursuant to this price list.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 This tariff contains the regulations, rates and charges applicable to resold and facilities-based interexchange services provided by the Company that originate and terminate within the State of South Carolina.
- 2.1.2 The Company installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges pursuant to this tariff.
- 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.
- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
 - 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
 - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

- (A) The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to Company's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Company, shall not result in the imposition of any liability upon Hotwire.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

- (B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this Agreement, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.
- (C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Hotwire will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Company, that furnishes services, facilities, or equipment used in connection with Company's services or facilities.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

- (D) EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, HOTWIRE MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (E) IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

2.3.2 Limitation of Liability

- 2.3.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.3.3 Force Majeure

- 2.3.3.1 Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this Agreement, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, acts of God, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Application for Service

2.4.1 Minimum Contract Period

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Application for Service (Cont'd)

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies:

2.4.2.2.A The total costs of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.4.2.4 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.

2.4.2.5 In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Payment for Service

- 2.5.1 Hotwire will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within twenty-two (22) days of the Bill Date (the "Due Date").
- 2.5.2 Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge accruing at the rate of 1-1/2% per month until paid. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.8.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Customer agrees to pay all costs incurred by Company in collecting any unpaid amounts, including attorneys' fees. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non- payment.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Payment for Service (Cont'd)

2.5.3 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.5.4 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits

2.6.1 General

In accordance with Chapter 103-621 of the SC Code of Regulations, the Company may require a deposit from a prospective customer if any of the following conditions exist:

- 2.6.1.1 The customer's past payment record to a telecommunications utility shows that the customer has had two consecutive thirty (30) day arrearages, or more than two non-consecutive thirty (30) day arrearages in the past 24 months, or customer has been sent four or more late payment notices in the past nine (9) months.
- 2.6.1.2 The customer cannot furnish either a letter of good credit from a reliable source or an acceptable co-signer or guarantor on the same system within South Carolina to guarantee payment.
- 2.6.1.3 The customer has no deposit and presently is delinquent in payments in that the customer has had two consecutive thirty (30) day arrears, or more than two non-consecutive thirty (30) day arrears, in the past twenty-four (24) months.
- 2.6.1.4 The customer has had his service terminated by any telecommunications utility for non-payment or fraudulent use.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits (Cont'd)

2.6.2 Amount of Deposit

A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company will not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return.

The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this section.

2.6.3 Return of Deposit

Deposits shall be refunded completely with interest after two years unless the customer has had two consecutive 30-day arrearages or more than two non-consecutive thirty (30) day arrearages in the past twenty-four (24) months, or has had service denied or interrupted for non-payment of bills, or has been sent more than two late payment notices in the past nine (9) months, or has a returned check in the past six (6) months.

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits (Cont'd)

2.6.4 Interest on Deposits

Interest shall be paid on deposits at the rate prescribed by the Commission. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within forty-five (45) days to the customer.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7 Customer Complaints and Billing Disputes

- 2.7.1 In the event that Customer disputes any charges, Customer must submit a written claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Hotwire within one hundred and twenty (120) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Company shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute and Company's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by Company must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.

The Company's toll free telephone number, which will be printed on customer bills, is 1-800-355-5668.

- 2.7.2 Any unresolved dispute may be directed to the South Carolina Office of Regulatory Staff's Consumer Services Department by phone at 803-737-5230 or within South Carolina at 1-800-922-1531.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Allowance for Interruptions in Service

2.8.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.8.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9 Taxes and Fees

- 2.9.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.9.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.10 Returned Check Charge

The charge for a returned check is \$25.00.

2.11 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service

2.12.1 Disconnection of Service Without Notice

Company shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Company or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the services for unlawful purposes, or using services without intent to pay.

Company will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If Company is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. Company may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service (Cont'd)

2.12.2. Disconnection of Service Requiring Notice

2.12.2.1 The Company may disconnect service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than five (5) working days in which to remove the cause for disconnection:

2.12.2.1.A Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariff on file with the Commission.

2.12.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.

2.12.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.

2.12.2.1.D Failure to meet the utility's deposit and credit requirements.

2.12.2.1.E For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least five (5) working days notice, in which to make settlement before service is denied.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service (Cont'd)

2.12.2.1.F Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.12.2.1.G Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.13 Unlawful Use of Service

2.13.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.13.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.13.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.13.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon receipt of written or verbal request of the Customer, and agreement to pay restoration of service charges and other applicable service charges, the Company shall promptly restore such service.

2.14 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.15 Telephone Solicitation by Use of Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.16 Incomplete Calls

There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number so long as the customer promptly notifies the Company of the error.

2.17 Overcharge/Undercharge

When a customer has been overcharged, the amount shall be refunded or credited to the customer. If it is determined that a customer has been inadvertently undercharged, the Company may collect, for the interval in which the undercharged occurred, the deficient amount up to a maximum period of six (6) months. The amount of the undercharge shall be paid in equal installments added to the Customers regular monthly bill.

2.18 Notices

Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service, or by fax if confirmed by telephone to the customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 3. DESCRIPTION OF SERVICES

3.1 Trial Services and Promotional Offerings

- 3.1.1 The Company may offer new services, not otherwise tarified, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.
- 3.1.2. The Company will provide notification to the Commission of its intent to offer promotional services and rates. The Company may offer existing services on a promotional basis, that provides special rates, terms, or conditions of service. Promotional offerings will begin one at least one day notice to the Commission. The Commission requires a letter of notification of promotional offerings which will be provided at least five (5) days prior to implementing the promotion.

3.2 Individual Case Basis ("ICB") Offerings

- 3.2.1 The tariff may not specify the price of a service in the tariff as "ICB". The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the rates in the tariff. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

3.3 Customized Pricing Arrangements ("CPAs") Offerings

- 3.3.1 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tarified rates.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.4 Marketing Practices

As a telephone utility under the regulation of the Commission, the Company does hereby assert and affirm that as a reseller of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing procedures, if any, set forth by the Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Carrier understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

Any marketing efforts will clearly indicate to potential customers the nature of the transaction which is being offered. Materials submitted to prospective customers will clearly indicate that those customers will be changing their long distance carrier if they accept such solicitations.

3.5 Long Distance Service

3.5.1 Company's long distance services are either intraLATA or interLATA telephone services that allow customers to originate and terminate calls at locations within the state of South Carolina. The service permits direct dialed outbound calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines.

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 4. RATES AND CHARGES

4.1 Calculation of Rates

- 4.1.1 The chargeable time for a local toll call is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.
- 4.1.2 Calls are billed in (six) 6 second increments with an eighteen (18) second minimum for interLATA calls and a twenty-four (24) second minimum on intraLATA calls.
- 4.1.3 The Company does not charge different rates on weekends or on the following Federal holidays: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

4.2 Long Distance Service

Rate per minute - \$0.039

Issued: September 18, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

Tariff Schedule Applicable to
Resold and Facilities-Based
Interexchange Services
Furnished by
Hotwire Communications, Ltd.

Between Points Within the State of South Carolina

This tariff is on file with the Public Service Commission of South Carolina, and copies may be inspected, during normal business hours, at the Company's principal place of business located at 300 E. Lancaster Ave., Wynnewood, PA 19096.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
1	Original	29	Original
2	Original	30	Original
3	Original	31	Original
4	Original	32	Original
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

Table of Contents

Title Sheet	1
Check Sheet.....	2
Table Of Contents	3
Explanation of Symbols Sheet	4
Tariff Format.....	5
Section 1. – Technical Terms and Abbreviations	6
Section 2. – Rules and Regulations	8
Section 3. – Description of Service	30
Section 4. – Rates and Charges	32

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
2.1
2.1.1
2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

Section 1. TECHNICAL TERMS AND ABBREVIATIONS

"Applicant" refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

"Business Hours" refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

"Carrier," "Company" or "Utility" refers to Hotwire Communications, Ltd.

"Commission" refers to the Public Service Commission of South Carolina.

"Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

"Customer" refers to any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

"Delinquent or Delinquency" refers to an account for which payment has not been paid in full on or before the last day for timely payment.

"Grandfathered Service" applies to an obsolete and/or outdated service the Utility no longer wishes to provide. The grandfathering of a service is the Utility's method of managing a tariff for this service prior to ultimately discontinuing the service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the service to existing customers.

"Hunting Service" refers to an arrangement to search multiple lines of the same class of service and of the same customer for a vacant line for each incoming call.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

Section 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

"Local Access Transport Area ("LATA")" refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

"Nonrecurring Charges" refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

"Non-Published or Unlisted Service" refers to service that is not accompanied by inclusion of the Customer's name, address, or telephone number in a published directory or directory assistance data base.

"Service" refers to any telecommunications service(s) provided by the Company under this tariff.

"Station" refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

"Tariffs" refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company's website in accordance with the regulations of a state or federal regulatory authority.

"Telephone Numbers" refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to Hotwire Customers and used in conjunction with the Services provided pursuant to this price list.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 This tariff contains the regulations, rates and charges applicable to resold and facilities-based interexchange services provided by the Company that originate and terminate within the State of South Carolina.
- 2.1.2 The Company installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges pursuant to this tariff.
- 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.
- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
 - 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
 - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

- (A) The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to Company's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Company, shall not result in the imposition of any liability upon Hotwire.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

- (B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this Agreement, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.

- (C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Hotwire will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Company, that furnishes services, facilities, or equipment used in connection with Company's services or facilities.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

- (D) EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, HOTWIRE MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (E) IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

2.3.2 Limitation of Liability

- 2.3.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.3.3 Force Majeure

- 2.3.3.1 Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this Agreement, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, acts of God, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Application for Service

2.4.1 Minimum Contract Period

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Application for Service (Cont'd)

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies:

2.4.2.2.A The total costs of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.4.2.4 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.

2.4.2.5 In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Payment for Service

- 2.5.1 Hotwire will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within twenty-two (22) days of the Bill Date (the "Due Date").
- 2.5.2 Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge accruing at the rate of 1-1/2% per month until paid. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.8.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Customer agrees to pay all costs incurred by Company in collecting any unpaid amounts, including attorneys' fees. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non- payment.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Payment for Service (Cont'd)

2.5.3 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.5.4 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits

2.6.1 General

In accordance with Chapter 103-621 of the SC Code of Regulations, the Company may require a deposit from a prospective customer if any of the following conditions exist:

- 2.6.1.1 The customer's past payment record to a telecommunications utility shows that the customer has had two consecutive thirty (30) day arrearages, or more than two non-consecutive thirty (30) day arrearages in the past 24 months, or customer has been sent four or more late payment notices in the past nine (9) months.
- 2.6.1.2 The customer cannot furnish either a letter of good credit from a reliable source or an acceptable co-signer or guarantor on the same system within South Carolina to guarantee payment.
- 2.6.1.3 The customer has no deposit and presently is delinquent in payments in that the customer has had two consecutive thirty (30) day arrears, or more than two non-consecutive thirty (30) day arrears, in the past twenty-four (24) months.
- 2.6.1.4 The customer has had his service terminated by any telecommunications utility for non-payment or fraudulent use.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits (Cont'd)

2.6.2 Amount of Deposit

A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company will not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return.

The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this section.

2.6.3 Return of Deposit

Deposits shall be refunded completely with interest after two years unless the customer has had two consecutive 30-day arrearages or more than two non-consecutive thirty (30) day arrearages in the past twenty-four (24) months, or has had service denied or interrupted for non-payment of bills, or has been sent more than two late payment notices in the past nine (9) months, or has a returned check in the past six (6) months.

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits (Cont'd)

2.6.4 Interest on Deposits

Interest shall be paid on deposits at the rate prescribed by the Commission. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within forty-five (45) days to the customer.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7 Customer Complaints and Billing Disputes

- 2.7.1 In the event that Customer disputes any charges, Customer must submit a written claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Hotwire within one hundred and twenty (120) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Company shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute and Company's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by Company must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.

The Company's toll free telephone number, which will be printed on customer bills, is 1-800-355-5668.

- 2.7.2 Any unresolved dispute may be directed to the South Carolina Office of Regulatory Staff's Consumer Services Department by phone at 803-737-5230 or within South Carolina at 1-800-922-1531.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Allowance for Interruptions in Service

2.8.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.8.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9 Taxes and Fees

- 2.9.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.9.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.10 Returned Check Charge

The charge for a returned check is \$25.00.

2.11 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service

2.12.1 Disconnection of Service Without Notice

Company shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Company or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the services for unlawful purposes, or using services without intent to pay.

Company will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If Company is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. Company may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service (Cont'd)

2.12.2. Disconnection of Service Requiring Notice

2.12.2.1 The Company may disconnect service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than five (5) working days in which to remove the cause for disconnection:

2.12.2.1.A Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariff on file with the Commission.

2.12.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.

2.12.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.

2.12.2.1.D Failure to meet the utility's deposit and credit requirements.

2.12.2.1.E For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least five (5) working days notice, in which to make settlement before service is denied.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service (Cont'd)

- 2.12.2.1.F Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- 2.12.2.1.G Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.13 Unlawful Use of Service

2.13.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.13.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.13.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.13.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon receipt of written or verbal request of the Customer, and agreement to pay restoration of service charges and other applicable service charges, the Company shall promptly restore such service.

2.14 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.15 Telephone Solicitation by Use of Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.16 Incomplete Calls

There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number so long as the customer promptly notifies the Company of the error.

2.17 Overcharge/Undercharge

When a customer has been overcharged, the amount shall be refunded or credited to the customer. If it is determined that a customer has been inadvertently undercharged, the Company may collect, for the interval in which the undercharged occurred, the deficient amount up to a maximum period of six (6) months. The amount of the undercharge shall be paid in equal installments added to the Customers regular monthly bill.

2.18 Notices

Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service, or by fax if confirmed by telephone to the customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 3. DESCRIPTION OF SERVICES

3.1 Trial Services and Promotional Offerings

- 3.1.1 The Company may offer new services, not otherwise tarified, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.
- 3.1.2. The Company will provide notification to the Commission of its intent to offer promotional services and rates. The Company may offer existing services on a promotional basis, that provides special rates, terms, or conditions of service. Promotional offerings will begin one at least one day notice to the Commission. The Commission requires a letter of notification of promotional offerings which will be provided at least five (5) days prior to implementing the promotion.

3.2 Individual Case Basis ("ICB") Offerings

- 3.2.1 The tariff may not specify the price of a service in the tariff as "ICB". The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the rates in the tariff. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

3.3 Customized Pricing Arrangements ("CPAs") Offerings

- 3.3.1 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tarified rates.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.4 Marketing Practices

As a telephone utility under the regulation of the Commission, the Company does hereby assert and affirm that as a reseller of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing procedures, if any, set forth by the Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Carrier understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

Any marketing efforts will clearly indicate to potential customers the nature of the transaction which is being offered. Materials submitted to prospective customers will clearly indicate that those customers will be changing their long distance carrier if they accept such solicitations.

3.5 Long Distance Service

3.5.1 Company's long distance services are either intraLATA or interLATA telephone services that allow customers to originate and terminate calls at locations within the state of South Carolina. The service permits direct dialed outbound calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines.

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

SECTION 4. RATES AND CHARGES

4.1 Calculation of Rates

- 4.1.1 The chargeable time for a local toll call is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.
- 4.1.2 Calls are billed in (six) 6 second increments with an eighteen (18) second minimum for interLATA calls and a twenty-four (24) second minimum on intraLATA calls.
- 4.1.3 The Company does not charge different rates on weekends or on the following Federal holidays: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

4.2 Long Distance Service

Rate per minute - \$0.039

Issued: September 17, 2007

Effective: _____

Kristin Johnson
General Manager
Hotwire Communications, Ltd.
300 E. Lancaster Ave.
Wynnewood, PA 19096

EXHIBIT SEVEN

Proposed Notice of Filing

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

DOCKETING DEPARTMENT

NOTICE OF FILING AND HEARING

DOCKET NO. 2007-__-C

Hot Wire Communications, LLC ("Hot Wire" or "Applicant") has filed an Application with the Public Service Commission of South Carolina ("Commission") for a Certificate of Public Convenience and Necessity to provide resold and facilities-based local exchange and interexchange telecommunications service throughout the State of South Carolina, pursuant to S.C. Code Ann. § 58-9-280 and Section 253 of the Telecommunications Act of 1996. More specifically, Hotwire plans to offer both local exchange and interexchange services primarily to residential customers located in the State of South Carolina through a combination of its own facilities and facilities leased from BellSouth. In particular, Hotwire intends to offer full-feature communication services to multi-dwelling unit buildings, condominium and homeowner associations and student housing.

Hot Wire requests that the Commission regulate its local exchange services in accordance with the principles established for flexible regulation by Order No. 98-165 in Docket No. 97-467-C, and that the Commission regulate its interexchange business services pursuant to the procedures described and set forth in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, as modified by Order No. 2001-997 in Docket No. 2000-407-C.

A copy of the Application is on file in the offices of the Commission, 101 Executive Center Drive, Columbia, South Carolina 29210, the Commission's website at www.psc.sc.gov, and is available from John J. Pringle, Jr., Esquire, Ellis, Lawhorne & Sims, P.A., P.O. Box 2285, Columbia, South Carolina, 29202.

PLEASE TAKE NOTICE a hearing on the above matter has been scheduled to begin at ____ a.m., ____, 2007, before Hearing Examiner David Butler, Esquire in the Commission's Law Library at 101 Executive Center Drive, Saluda Building, Columbia, South Carolina 29210.

PLEASE BE ADVISED that pursuant to South Carolina Code of Laws – Section 58-9-280, as amended, the Commission will invoke the 120-day period allowed for consideration of this matter.

Any person who wishes to participate in this matter, as a party of record with the right of cross-examination, should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before **October __, 2007**, and indicate the amount of time required for his presentation. Please include an email address for receipt of future Commission correspondence in the Petition to Intervene. *Please refer to Docket No. 2007-__-C.*

Any person who wishes to testify and present evidence at the hearing, should notify the Docketing Department, in writing, at the address below, the Office of Regulatory Staff at Post Office Box 11263, Columbia, South Carolina 29211, and John J. Pringle, Jr., Esquire, at the above address, on or before **October __, 2007**, and indicate the amount of time required for his presentation. *Please refer to Docket No. 2007-__-C.*

Any person who wishes to be notified of any change in the hearing, but does not wish to present testimony or be a party of record, may do so by notifying the Docketing Department, in writing, at the address below on or before **October __, 2007**. *Please refer to Docket No. 2007-__-C.*

PLEASE TAKE NOTICE: Any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments, in person, to the Commission during the hearing.

Persons seeking information about the Commission's Procedures should contact the Commission at (803) 896-5100.

Public Service Commission of South Carolina
Attn: Docketing Department
Post Office Drawer 11649
Columbia, South Carolina 29211